

LOCAL MOVING CONSUMER “BILL OF RIGHTS”

Broward □ Miami-Dade □ Palm Beach

Each of the three county governments (Broward, Miami-Dade, and Palm Beach) has separate ordinances regulating moving companies. Most regulations within the three ordinances are similar, but each county is responsible for its own enforcement. The following information provides consumers with a basic understanding of their rights and responsibilities when dealing with a moving company in the tri-county area. These ordinances only regulate moves that begin **and** end in any of the three counties.

Written Estimates - Consumers anticipating a move are entitled to a detailed written estimate that includes **ALL** expected charges related to labor, transportation, packing, inventory, storage, and additional valuation coverage. It is important that consumers clearly designate and reveal all that is to be moved. Moving companies may charge for an estimate; however, the cost of preparing an estimate must be fully disclosed and approved by the consumer. Moving companies cannot require that the right to an estimate be waived. All three counties require the moving company to provide the consumer with a written contract (contract for services/bill of lading) containing the total cost of the move and the consumer's written authorization (including signature) **prior** to starting the move. A moving company cannot refuse to deliver your goods if you have paid the amount agreed in the written estimate and/or the written contract.

Written Inventory - Consumers have a right to a written inventory of all household goods to be moved by the moving company. The moving company may charge for the inventory. The moving company cannot require that the right to an inventory be waived, but the consumer may voluntarily waive the inventory process. All charges to complete an inventory by a moving company must conspicuously be disclosed to the consumer. In Palm Beach County a moving company must provide a “no charge” inventory when the move is not point-to-point/same day or storage is required.

Written Contracts - A written contract, often called a **bill of lading** or **contract for services**, is required to be prepared by the moving company and must be signed, timed and dated by the consumer (or her/his representative) **and** by the moving company representative before the work begins. The contract must conspicuously provide the “**bottom line**” cost of all charges associated with the move (i.e., inventory preparation, labor, transportation, packing materials, storage and any additional valuation coverage).

Lost/Damage Claims - The consumer has up to 60 days to notify the moving company **in writing** of any claim for loss or damage. If the claim cannot be satisfied in 30 days from date of the claim, the mover must advise the consumer of the status of the claim and the reason for the delay. The mover must satisfy or object to a claim no more than 90 days after receipt of the consumer's written notice. If asked to sign a statement acknowledging receipt of goods, consumers may make notations on the receipt as to damaged or missing items.

Licenses/Permits - Moving companies operating in the tri-county area are required to be licensed/permitted by their respective county government consumer agency where the mover's primary business is located and the Florida Division of Consumer Services. Consumers may call the appropriate county consumer agency to determine the current license status of any local moving company.

If a problem is unable to be resolved with a moving company, please contact the appropriate government consumer agency immediately.

**The above are general descriptions of the three ordinances regulating moving companies.
More information may be obtained by contacting your county consumer agency.**

* Contact the Palm Beach County Division of Consumer Affairs for more details regarding written inventory.

Information or complaints involving an Interstate move, call the Federal Motor Carrier Administration at 1-888-368-7238.

Information or complaints involving moves in Florida, outside the tri county area, call the Florida Division of Consumer Services at 1-800-435-7352.

- 1) “DO NOT” sign contract if the
Total cost of your move is not clearly shown. The *current* date and time must be included when you sign the contract.
- 2) “DO NOT” sign contract unless it is given to you PRIOR to wrapping, packing, or loading your goods.
- 3) “DO” get a copy of contract immediately upon signing.
- 4) **FORM OF PAYMENT - every moving company must accept at least two of the following payment methods:**

☐ **Cash** (includes cashier’s check, money order or traveler’s check)

☐ **Personal Check** (Must show imprinted name and address)

☐ **Credit Card** (Must include but not limited to VISA or MasterCard)
- 5) **VALUATION COVERAGE – (You have two options – initial your choice)**

_____ **Option 1 – Standard Valuation Coverage:** If your goods become damaged or lost, the moving company may be required to reimburse you to a maximum amount of only sixty cents (\$.60) per pound/per article, considerably less than the average value of household goods. There is no additional cost or deductible for standard coverage. (Example: If you have a 5-pound table lamp worth #300 and it is damaged or lost, you are only entitled to a maximum reimbursement of \$3)

_____ **Option 2 – Additional Valuation Coverage:** Additional coverage is available to compensate you for goods lost or damaged at an amount closer to the declared or replacement value. The terms must be clearly defined in the contract you sign.
There is an additional cost for this coverage. The additional coverage may contain a negotiated deductible, which is disclosed as \$ _____. If a deductible applies, you are still entitled to the standard valuation coverage of \$.60 per pound as described in Option 1 above on the deductible amount.

I understand the total moving contract is \$_____. This includes all inventory all inventory preparation, labor, transportation, packing materials/costs, storage and any additional valuation coverage. I understand that all household goods must be delivered and unloaded when the mover is paid this amount.

Customer’s Signature

Date

Time Signed

Mover’s Signature

Date

Time Signed

If you have concerns about any move that began or ended in Broward, Miami-Dade or Palm Beach County and that has not been resolved by your moving company, please contact the appropriate consumer protection agency where your move ended.

County	Broward	Miami-Dade	Palm Beach
Agency Name	Consumer Affairs Div.	Consumer Services Dept.	Consumer Affairs Div.
Address	115 South Andrews Ave Annex Room A460 Fort Lauderdale, FL 33301	140 West Flagler Street Room 902 Miami, FL 33130	50 South Military Trail Suite 201 West Palm Beach, FL 33415
Phone	(954) 765-5350	(305) 375-3677	(561) 712-6600 (Main) 888-852-7362 (Boca/Glades- toll free)
Fax	(954) 765-5309	(305) 375-4120	(561) 712-6610
E-Mail	consumer@broward.org	consumer@miamidade.gov	consumer@co.palm-beach.fl.us

This disclosure form must be provided to the customer with the written estimate. The form must be signed by the customer and the moving company prior to any work being performed. Original copy of the disclosures is to be given to the customer.